



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 37] नई दिल्ली, सितम्बर 16—सितम्बर 22, 2018, शनिवार/भाद्र 25—भाद्र 31, 1940
No. 37] NEW DELHI, SEPTEMBER 16—SEPTEMBER 22, 2018, SATURDAY/ BHADRA 25—BHADRA 31, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 सितम्बर, 2018

का.आ.1399.—केन्द्रीय सरकार, बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 (1970 का 5) की धारा 3 की उप-धारा (2क) के दूसरे परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक के परामर्श से, देना बैंक की प्राधिकृत पूंजी को तीन हजार करोड़ रुपए से बढ़ाकर पांच हजार करोड़ रुपए करती है।

[फा. सं. 11/4/2009-बीओए]

ए. के. घोष, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)
New Delhi, the 18th September, 2018

S.O. 1399.—In exercise of the powers conferred by the second proviso to sub-section (2A) of section 3 of the Banking companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970), the Central Government, after consultation with the Reserve Bank of India, hereby increases the authorized capital of the Dena Bank from three thousand crore rupees to five thousand crore rupees.

[F. No. 11/4/2009-BOA]
A. K. GHOSH, Under Secy.

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 5 सितम्बर, 2018

का. आ. 1400.—राजनयिक और कौंसुलीय अधिकारी (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश। एतद्वारा केंद्र सरकार भारत के दूतावास, रियाद में श्री राजेश कुमार, सहायक अनुभाग अधिकारी, को दिनांक 5 सितम्बर, 2018 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2016]

देबाशीस सिन्हा, अनुभाग अधिकारी (कौंसुलर-I)

MINISTRY OF EXTERNAL AFFAIRS
(CPV DIVISION)

New Delhi, the 5th September, 2018

S.O. 1400.—Statutory Order : In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Rajesh Kumar, Assistant Section Officer in the Embassy of India, Riyadh as Assistant Consular Officer to perform Consular Services with effect from 5 September, 2018

[No.T. 4330/01/2016]

DEBASHIS SINHA, Section Officer (Consular-I)

नई दिल्ली, 5 सितम्बर, 2018

का. आ. 1401.—राजनयिक और कौंसुलीय अधिकारी (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार के द्वारा श्री योगेश वत्स, सहायक अनुभाग अधिकारी को 5 सितम्बर 2018 से भारत के दूतावास, मनीला में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2018]

देबाशीस सिन्हा, अनुभाग अधिकारी (कौंसुलर-I)

New Delhi, the 5th September, 2018

S.O. 1401.— In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorizes Shri Yogesh Vats, Assistant Section Officer in the Embassy of India, Manila to perform the Consular services as Assistant Consular Officer with effect from 5 September, 2018.

[No. T. 4330/01/2018]

DEBASHIS SINHA, Section Officer (Consular-I)

नई दिल्ली, 6 सितम्बर, 2018

का. आ. 1402.— का. आ. राजनयिक और कौंसुलीय अधिकारी (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार के द्वारा श्री राकेश कुमार दिवाकर, निजी सहायक को 6 सितम्बर 2018 से भारत के दूतावास, बामाको में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2015]

देबाशीस सिन्हा, अनुभाग अधिकारी (कौंसुलर-I)

New Delhi, the 6th September, 2018

S.O. 1402.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorizes Shri Rakesh Kumar Diwakar, Personal Assistant in Embassy of India, Bamako to perform the Consular services as Assistant Consular Officer with effect from 6 September, 2018.

[No.T.4330/01/2015]

DEBASHIS SINHA, Section Officer (Consular-I)

नागर विमानन मंत्रालय

नई दिल्ली, 10 सितम्बर, 2018

का.आ. 1403.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का संख्या 55) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा श्री अनिल कुमार पाठक, कार्यकारी निदेशक, एएआई को दिनांक 21 अगस्त, 2018 से पाँच वर्ष की अवधि तक या उनकी अधिवार्षिता की तारीख या अगले आदेश तक, जो भी सबसे पहले हो, रु.75000-100000/- की अनुसूची 'क' वेतनमान में सदस्य (योजना), भारतीय विमानपत्तन प्राधिकरण के रूप में नियुक्त करती है।

[फा. सं. एवी-24011/13/2017-एएआई-एमओसीए]

पी.जे. थॉमस, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 10th September, 2018

S. O. 1403.—In exercise of the powers conferred by Section 3 of the Airports Authority of India Act, 1994 (No.55 of 1994), the Central Government hereby appoint Shri Anil Kumar Pathak, Executive Director, AAI as Member (Planning), Airports Authority of India in Schedule 'A' scale of pay of Rs.75000-100000/- with effect from the afternoon of 21st August, 2018 for a period of five years or till the date of his superannuation or until further orders, whichever is the earliest.

[F. No. AV-24011/13/2017-AAI-MOCA]

P. J. THOMAS, Under Secy.

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय

नई दिल्ली, 10 सितम्बर, 2018

का. आ. 1404.—केन्द्र सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय के संबद्ध कार्यालय राष्ट्रीय सूचना विज्ञान केन्द्र के निम्नलिखित अधीनस्थ कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

1. राष्ट्रीय सूचना विज्ञान केन्द्र, छत्तीसगढ़ राज्य केन्द्र, एडी 2/14, प्रशासनिक खंड, महानदी भवन, मंत्रालय, नया रायपुर – 492002; और
2. राष्ट्रीय सूचना विज्ञान केन्द्र, उत्तराखण्ड राज्य एकक, सचिवालय परिसर, सुभाष रोड, देहरादून – 248001

[सं. 7(2)/2005-हि.अ.]

राजीव कुमार, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGYNew Delhi, the 10th September, 2018

S. O. 1404.—In pursuance of Sub-Rule(4) of the Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate offices of the National informatics Centre, an attached office of the Ministry of Electronics and Information Technology, whose more than 80% staff have acquired the working knowledge of Hindi :

1. National Informatics Centre, Chhattisgarh State Centre, AD 2/14, Administrative Block, Mahanadi Bhawan, Ministry, New Raipur-492002 and;
2. National Informatics Centre, Uttarakhand State Unit, Secretariat Complex, Subhash Road, Dehradun- 248001.

[No. 7(2)/2005-H.S.]

RAJIV KUMAR, Jt. Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 02/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/27/2015-आईआर(सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 11th September, 2018

S.O.1405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2015) of the Cent.Govt.Indus. Tribunal-cum-Labour Court, Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s E.C.L., and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/27/2015-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL**

Ref.: Ministry's Order No. L-22012/27/2015 - IR (CM-II) dated 18.06.2015

This office Reference No. 02 of 2015 dated 01.07.2015

Management of Dubeswari Colliery under Sodepur Area of M/s. E.C.L.

V/s

Shri Dewnath Singh

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The Form 'H' containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL
LOK ADALAT SETTLEMENT

Place : Asansol

Date : 17.07.2018

Reference No. 02 of 2015

Dubswari Colliery under Sodepur Area of M/s. ECL

V/s

Shri Dewnath Singh

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd./-

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1406.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट संख्या (09/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/17/2017-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 09/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/17/2017 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL**

Ref.: Ministry's Order No. L-22012/17/2017 - IR (CM-II) dated 20.07.2017

This office Reference No. 09 of 2017 dated 01.08.2017

Management of Bansra Colliery under Kunustoria Area of M/s. ECL

V/s

Shri Rambalak Kewat

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol**AWARD**

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 09 of 2017**Bansra Colliery under Kunustoria Area of M/s. ECL**

V/s

Shri Rambalak Kewat

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1407.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट संख्या (17/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल. 22012/122/2011-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/122/2011 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/122/2011 - IR (CM-II) dated 06.09.2011

This office Reference No. 17 of 2011 dated 19.09.2011 / 09.12.2011

Management of Khas Kajora Colliery under Kajora Area of M/s. ECL

V/s

Shri Arbindo Roy

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol**AWARD**

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 17 of 2011

Khas Kajora Colliery under Kajora Area of M/s. ECL

V/s

Shri Arbindo Roy

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms : —

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.

- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1408.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट संख्या (31/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/217/2003-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 31/2004) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/217/2003 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL

Ref.: Ministry's Order No. L-22012/217/2003 - IR (CM-II) dated 07.05.2004

This office Reference No. 31 of 2004 dated 21.06.2004

Management of Kalidaspur Project under Satgram Area of M/s. ECL

V/s.

Shri Ram Prasad Bouri

SETTLEMENT IN LOK ADALAT

Held on **17th July, 2018** at **C.G.I.T. -cum- L.C., Asansol**

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL
LOK ADALAT SETTLEMENT

Place : Asansol

Date : 17.07.2018

Reference No. 31 of 2004

Kalidaspur Project under Satgram Area of M/s. ECL

V/s

Shri Ram Prasad Bouri

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms : —

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as *dies non*. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1409.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, आसनसोल के पंचाट संख्या (36/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/113/2012-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 36/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/113/2012 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/113/2012 - IR (CM-II) dated 03.10.2012

This office Reference No. 36 of 2012 dated 05.11.2012

Management of Jambad Colliery under Kajora Area of M/s. ECL

V/s

Shri Basant Bhuian

SETTLEMENT IN LOK ADALAT

Held on **17th July, 2018** at **C.G.I.T. -cum- L.C., Asansol**

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 36 of 2012

Jambad Colliery Under Kajora Area of M/s. ECL

V/s

Shri Basant Bhuian

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms : —

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as *dies non*. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1410.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट संख्या (44/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/85/2007-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/85/2007 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/85/2007 - IR (CM-II) dated 05.07.2007

This office Reference No. 44 of 2007 dated 18.07.2007

Management of North Searsole Colliery under Kunustoria Area of M/s. ECL

V/s

Shri Nani Gopal Rajwar

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol**AWARD**

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 44 of 2007**North Searsole Colliery under Kunustoria Area of M/s. ECL**

V/s

Shri Nani Gopal Rajwar

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms : —

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as *dies non*. However the workman will be given continuity of service for the purpose of gratuity only.

- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH
Secretary, K. M. C. (H.M.S.) H.Q.
(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1411.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 51/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/337/2004-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/337/2004-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL

Ref.: Ministry's Order No. L-22012/337/2004 - IR (CM-II) dated 27.07.2005

This office Reference No. 51 of 2005 dated 12.08.2005

Management of Chora Block Incline under Kenda Area of M/s. ECL

V/s

Shri Magaram Bouri

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

PRAMOD KUMAR MISHRA, Presiding Officer

**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL
LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 51 of 2005

Chora Block Incline under Kenda Area of M/s. ECL

V/s

Shri Magaram Bouri

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH

Secretary, K. M. C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1412.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 65/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/325/2005-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/325/2005-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL

Ref.: Ministry's Order No. L-22012/325/2005 - IR (CM-II) dated 05.09.2006

This office Reference No. 65 of 2006 dated 25.09.2006

Management of J. K. Nagar (R) Colliery under Satgram Area of M/s. ECL

V/s

Shri Tara Majhi

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL
LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 65 of 2006

J. K. Nagar (R) Colliery under Satgram Area of M/s. ECL

V/s

Shri Tara Majhi

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI S.K. PANDEY

Gen. Secy., C.M.C. (H.M.S.)

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1413.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 72/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/294/2005-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/294/2005- IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/294/2005 - IR (CM-II) dated 06.10.2006

This office **Reference No. 72 of 2006** dated 31.10.2006

Management of Siduly Colliery under Kenda Area of M/s. ECL

V/s

Shri Surendra Nayak

SETTLEMENT IN LOK ADALAT

Held on **17th July, 2018** at **C.G.I.T. -cum- L.C., Asansol**

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 72 of 2006**Siduly Colliery under Kenda Area of M/s. ECL**

V/s

Shri Surendra Nayak

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI S.K. PANDEY

Gen. Secy., C.M.C. (H.M.S.)

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1414.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, आसनसोल के पंचाट (सन्दर्भ संख्या 79/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/204/2007-आई आर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/204/2007- IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL

Ref.: Ministry's Order No. L-22012/204/2007 - IR (CM-II) dated 26.09.2007

This office Reference No. 79 of 2007 dated 09.10.2007

Management of Bankola Colliery under Bankola Area of M/s. ECL

V/s

Shri Gunamoy Bouri

SETTLEMENT IN LOK ADALAT

Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol

AWARD

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL

LOK ADALAT SETTLEMENT

Place : Asansol

Date : 17.07.2018

Reference No. 79 of 2007

Bankola Colliery under Bankola Area of M/s. ECL

V/s

Shri Gunamoy Bouri

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.

- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI S.K. PANDEY

Gen. Secy., C.M.C. (H.M.S.)

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1415.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (सन्दर्भ संख्या 98/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/151/2006-आई. आर. (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 98/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/151/2006- IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/151/2006 - IR (CM-II) dated 30.11.2006

This office **Reference No. 98 of 2006** dated 26.12.2006**Management of Bansra Colliery under Kunustoria Area of M/s. ECL**

V/s

Shri Dhiren Bouri

SETTLEMENT IN LOK ADALAT

Held on **17th July, 2018** at **C.G.I.T. -cum- L.C., Asansol****AWARD**

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL
LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 98 of 2006

Bansra Colliery under Kunustoria Area of M/s. ECL

V/s

Shri Dhiren Bouri

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms :

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI SAYANTAN MUKHERJEE

Learned Advocate

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2018

का. आ. 1416.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ईस्टर्न कोलफील्ड लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, आसनसोल के पंचाट (सन्दर्भ संख्या 125/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-22012/336/2004-आईआर (सीएम.-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 11th September, 2018

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 125/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol, as shown in the Annexure, in the industrial dispute between the management of M/s. E.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/336/2004-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**

Ref.: Ministry's Order No. L-22012/336/2004 - IR (CM-II) dated 04.10.2005

This office Reference No. 125 of 2005 dated 17.10.2005

Management of Chora Colliery under Kenda Area of M/s. ECL

V/s

Shri Ashok Akuria**SETTLEMENT IN LOK ADALAT**Held on 17th July, 2018 at C.G.I.T. -cum- L.C., Asansol**AWARD**

On amicable settlement by both parties the dispute is resolved in the Lok Adalat. The **Form 'H'** containing the terms of agreement of this settlement to be executed by both the parties in due course. Award is passed and signed accordingly.

Sd/-

PRAMOD KUMAR MISHRA, Presiding Officer

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT ASANSOL**LOK ADALAT SETTLEMENT**

Place : Asansol

Date : 17.07.2018

Reference No. 125 of 2005**Chora Colliery under Kenda Area of M/s. ECL**

V/s

Shri Ashok Akuria

Both the parties hereby mutually and amicably settle up the dispute for the interest of both sides and to help securing a healthy and conducive relationship for maximization of output in the industry.

Terms : —

- It is agreed between the parties that the concerned ex-employees will be re-instated in service in the initial basic of General Mazdoor Category – I.
- The Period from the date of dismissal to the date of re-instatement will be treated as dies non. However the workman will be given continuity of service for the purpose of gratuity only.
- The dispute is settled in toto and none of the parties will raise any dispute before any forum in this regard.
- The above settlement will be implemented within 30 (Thirty) days from the date of receipt of the Settlement Award.

Sd/-

(Representative of Management of M/s. E.C.L.)

Sd/-

SHRI BINOD KUMAR SINGH

Secretary, K. M.C. (H.M.S.) H.Q.

(Representative of the Workman)

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2018

का. आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 01/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.09.2018 प्राप्त हुआ था।

[सं. एल-12025/01/2018-आईआर(बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 14th September, 2018

S. O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2013) of the Cent.Govt.Indus. Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Uttar Railway and their workmen, received by the Central Government on 14.09.2018.

[No. L-12025/01/2018-IR(B-1)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: RAKESH KUMAR, PRESIDING OFFICER

I.D. No. 01/2013

BETWEEN

Sri Raja S/o Late Sri Jaggu
283/63 Kha, Gari Kanoura, Premwati Nagar,
PO, Manak Nagar, Lucknow

AND

1. Varishtha Mukhya Swasthya Nirikshak, Uttar Railway, Faizabad
2. Varishtha Mandal Karmik Adhikari, Uttar Railway O/O DRM, Lucknow
3. Varishtha Khand Abhiyanta (Loco) Uttar Railway, Faizabad

AWARD

1. The workman has filed the petition under Section 2A of the I.D. Act relating to an industrial dispute between Sri Raja S/o Late Sri Jaggu and the Varishtha Mukhya Swasthya Nirikshak/Varishtha Khand Abhiyanta (Loco)/Varishtha Mandal Karmik Adhikari, Uttar Railway, Faizabad/Lucknow for adjudication.
2. The petitioner workman Sri Raja in his claim statement W-1 dated 24.12.2012, has stated in brief that he was appointed on 02.01.1989 on the post of Safaiwala to perform the duties accordingly which were of regular nature. It has further been alleged that he has been working till 30.11.2010 and has performed duty for more than 240 days in every calendar year but he was illegally retrenched on 01.12.2010, although there was sufficient work available in the opposite party establishment, and other workmen junior to the petitioner were already engaged there. Before his retrenchment, no prior notice, charge sheet, salary in lieu of retrenchment compensation etc. was given to him, unfair labour practice was adopted.
3. The petitioner has further asserted that since he had refused to perform the personal work of the employer, so he was retrenched. Despite his request, and representations, he was not reinstated till this date, neither any opportunity of hearing was provided to him which is against the principle of natural justice. Proceeding for conciliation have filled before RLC (C) Lucknow and thereafter the petition has been filed before this Tribunal

alongwith copy of notice and order sheet etc. With the aforesaid pleading, request has been made to reinstate the petitioner from the back date viz. 01.12.2010 with all consequential benefits etc.

4. The management in its written statement M-4 dated 27.05.2013 with denial of the allegations leveled in the claim statement, has submitted that the petitioner had never worked as an employee of the management, neither he was duly engaged nor appointed by the opposite party. The opposite party has asserted that there was complete ban for the engagement of any casual labour without the prior approval of the GM, NR prior to the date of the engagement of the claimant. Since the petitioner was not engaged/recruited or appointed by any competent authority of the management in accordance with the Railway Rules, no question ever arose for the retrenchment of the claimant, no notice was ever required to be issued to him. The opposite party has alleged that the claim of the petitioner is bogus, fraudulent, false and fribulous, therefore it is not legally maintainable.
5. The opposite party has further asserted that it has been learnt that the petitioner has been a labour working under M/s. Lembra Traders, and contract was awarded to it for cleaning of the lobby and running room etc., and the entire contract amount has already been paid to the said contractor and the petitioner has worked under the direct control and supervision of the contractor and he has never performed any duty under the direct control and supervision of any competent authority of the management. The opposite party has emphasized that the petitioner has never been railway servant of the opposite party and the petition is beyond the jurisdiction of this Tribunal. The claim is bad for non-joinder of necessary party viz. M/s Lembra Traders, it has further been alleged. With the aforesaid averments, request has been made by the opposite party to reject the claim.
6. With the strong denial of the counter allegations leveled in the written statement, rejoinder W-5 dated 20.09.2013 has been filed by the workman, reiterating the pleas taken in the claim statement.
7. As per list W-8 dated 05.11.2014, photo copies of several documents and affidavit etc. have been filed by the workman. As per application M-9 dated 05.12.2014, the acceptance letter of the said contract, and tender etc. has been filed on behalf of the management.
8. The petitioner Sri Raja has filed his affidavit W-10 dated 01.12.2014 in evidence. He has been cross examined on behalf of the management. The management has filed affidavit M-13 dated 21.09.2016 of Sri P.K. Singh, ADME (O&F). He has been cross examined on behalf of the workman.
9. Learned AR for the workman has relied on the following citations:
 1. 2003 (96) FLR, Union of India vs Girja Shankar, page 1094, Hon'ble High Court, Allahabad.
 2. 2008 (116) FLR, Union of India vs PO, CGIT, Kanpur, page 1046, Hon'ble High Court, Allahabad.
10. Learned Authorized Representative for the management submits that the aforesaid Rulings do not apply to the facts of this case.
11. Arguments of both the parties have been heard at length. Record has been scanned thoroughly.
12. The main contention of the petitioner workman, as emphasized in the claim statement and the evidence, is that he was appointed on 02.01.1989 to perform the duties of Safaiwala and the work assigned was of regular nature, and upto 30.11.2010 he had worked for more than 240 days in every calander year, but the opposite party management has illegally retrenched/dis-engaged him w.e.f. 01.12.2010. While refuting the pleas taken by the workman, the management has submitted that the petitioner was neither duly engaged, nor appointed by any competent authority, rather he has perhaps been a labour working under the contractor M/s Lembra Traders and the contract was for cleaning of lobby and running room etc., the petitioner was under direct control and supervision of the above contractor and he has never performed any duty under the supervision and control of any competent authority of the management, neither he was ever official servant of the opposite party. The opposite party has alleged that the claim of the petitioner is false, frivolous, bogus and fraudulent and there arose no question of issuing any notice to the petitioner, since he was not engaged or appointed by any competent authority as per Railway Rules.
13. Documents submitted by the petitioner as per list W-8, have been denied by the Learned Authorized Representative for the management. However the management witness Sri P.K. Singh, ADME (O&F) in his affidavit M-13, has nowhere asserted that the documents enclosed with list W-8 are fabricated and forged. Rather when confronted with letter no. 8/9 dated 09.09.2003, sent by DRM, Lucknow to GM, NR, New Delhi, in his cross examination dt. 15.06.2017 he has shown his ignorance as to what reply was sent by the H.O (GM Office). The aforesaid letter dt. 09.09.2003, seems to have been sent by the DRM(P), Lucknow to the GM, NR, enclosing there with the information sought by the GM office through its earlier letter dated 29.04.2003, regarding “ **Screening and Regularization of Casual Labour/Substitute on the Div./Units**”. The name of the petitioner workman has been shown at serial number 26 in the enclosed list W-8/4. Application W-6 dt. 20.08.2013 for summoning documents from the office of the management, was moved by the workman before the then Hon'ble Presiding Officer/Judge, my learned predecessor, on which direction was given on 16.07.2014 that it would be disposed off after filing of documents by (both the) parties. Thereafter documents mentioned in

application W-6 20.09.2013 were not produced by the management, neither any reason was given by competent authority for not filing the same. However the management submitted certain documents as per list M-9 dt. 05.12.2014 pertaining to the contract given to M/s Limbra Traders, tender form, tender conditions etc.

14. The petitioner workman has filed his affidavit W-10 dated 01.12.2014, in support of the claim statement. He has been thoroughly cross examined on behalf of the management. Documents W-8/8 and W-8/9 have been specifically confronted by the LAR for the management in the cross examination. The workman has asserted that these documents have been signed by Sri V.K. Sinha, Sri R.P. Singh Loco Foreman (employee of the Management). Document W-8/8 dt. 01.01.2008 has given the monthwise data w.e.f. 01.01.2008 to 31.12.2009, showing that the petitioner has worked under the office of SSE/Loco, NR Faizabad for 731 days. Similarly the other document W-8/9 dated 01.01.2010 certified that the petitioner has worked under the aforesaid office for 333 days w.e.f. 01.01.2010 to 30.11.2010. The management ought to have specifically confronted these facts with cogent reliable evidence before this Court. The said Loco Foreman ought to have been produced in evidence by the opposite party or any elaborate submission should have been made whether the aforesaid railway authorities were in fact posted there as alleged by the petitioner or the ground taken in the claim statement and further mentioned in the affidavit, are fake or forged. It was not incumbent on the petitioner to adduce any other supportive evidence in the Court.
15. After having heard the intellect arguments advanced by both the parties, perusal of the record with prudent analysis of the facts and evidence available before the Court, in the light of the pronouncement of Hon'ble Supreme and Hon'ble High Courts, it is inferred that the said disengagement/retranchment w.e.f. 01.12.2010, can not adjudged as legal and justified. The petitioner workman is entitled for his reinstatement as per Rules. The opposite party is directed to ensure the payment of 50% of the back wages with consequential benefits to the petitioner workman within 10 weeks from the date of notification of award.
16. Award as above.

LUCKNOW

RAKESH KUMAR, Presiding Officer

20.08.2018

नई दिल्ली, 14 सितम्बर, 2018

का आ. 1418.—औद्योगिक विवाद अधिनियम, (1947 1947 का) 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 दिल्ली के पंचाट (संदर्भ संख्या 208/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.09.2018 को प्राप्त हुआ था।

[सं. एल-12012/77/2015-आईआर (बी1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 14th September, 2018

S.O. .1418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 208/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of Federal Bank Ltd. and their workmen, received by the Central Government on 14.09.2018.

[No. L-12012/77/2015-IR(B-1)]

B.S. BISHT, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 208/2015

Shri Amit Pal
S/o. Shri Ramnarayan,
R/o. C-1/03, Gali No.4 Madhu Vihar,
Uttam Nagar, New Delhi.

...Workman

Versus

Addl. Deputy General Manager,
Federal Bank Ltd.,
1/7, East Patel Nagar,
Near Metro Pillar No.177
New Delhi 110008.

...Management

AWARD

In the present case, matter was referred to this Tribunal vide letter No. L-12012/77/2015-IR(B-1) dated 10.09.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Federal Bank Ltd. in granting appointment to fresh workmen juniors to Shri Amrit Pal on regular post of Bankman while shunting out the workman Shri Amrit Pal is illegal and/or unjustified ? If so, what relief the workman is entitled ?

2. Both parties were put to notice and the claimant. The workman/ Amrit Pal filed statement of claim. As per the averments made in the claim petition, the workman had been in the employment of the management bank in Delhi as Bankman at different intervals from 10/2/2009 to 24/7/2009 in Dwarka branch of the Bank. He worked diligently and gave no chance of complaint to his superiors and his service record was unblemished. It is also alleged that vide letter dated 14/11/2012, he was called for an interview for the post of Bankman on 29/11/2012 which employment was meant for the persons who had worked as temporary bankman and thereby the persons who had worked for the longer period were supposed to be selected for the regular employment. But to the utter shock of the workman, he was not selected rather the persons who never worked for the bank in the past were given regular employment. Without mentioning as to when the workman was terminated, it has been alleged that termination of services of the workman is absolutely illegal and unjustified. Demand notice dated 11/6/2014 was sent to the Management but to no avail. Prayer has been made for reinstatement of the workman with full back wages and continuity of services.

3. The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claimant was never employed in the Bank on a regular post and had never been terminated and as such he is not a workman. The workman last worked in September, 2008 and present dispute has been raised by him in 2015 which is barred on the ground of delay and laches. On merits, it is stated that the claimant had been engaged as a temporary hand at Dwarka Branch for short stints and such temporary engagements were purely provisional and does not entitle him for any kind of right for a regular appointment. It is also stated that the selection process to the regular post of Bankman was open to all persons who satisfied the eligibility criteria as to age, qualification etc. and not only for those who had worked on temporary basis. He was called for interview and cycling test vide letter dated 14/11/2012 which was only pursuant to his application. The appointment for the regular post/s of bankman was done after conducting selection process irrespective of the fact whether the candidate was engaged earlier as temporary hand or not. The workman never raised the issue of alleged termination for such a long period. Since the claimant was not an employee of the Management and was engaged only on temporary basis, no relief is admissible to him. Prayer has been made for rejection of the claim petition.

4. The claimant/workman filed rejoinder/replication wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5. On the pleadings of the parties, following issues were framed on 28/9/2016 :-

- (1) Whether there does not exist relationship of employer and employee between the claimant and the Management Bank as alleged and as such the reference is not legally tenable ? and the claimant ?
- (2) In terms of reference.
- (3) Relief.

6. The Claimant in support of his case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/6.

7. On the other hand, the Management in order to rebut the case of the claimant examined Ms. Geeta Kanwar, Deputy Vice President as MW1 and she tendered her evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 and Ex.MW1/2.

Issue No. 1 :

8. Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimant has completed 240 days of service in a calendar year, preceeding to his alleged termination. As such, provisions of Section 25-F of the Act are not applicable to the case in hand. It was also contended that onus is also upon the claimant to prove that he was in the employment of the Management Bank and has completed more than 240 days in a calendar year.

9. Per contra, learned counsel appearing on behalf of the Claimant submitted that the workman was admittedly engaged by the Management on temporary basis as bankman and he worked for a considerable long time from February, 2009 to July, 2009 and he was paid wages by the Management for the services rendered by him. Therefore, it was urged that contention of the Management that claimant was not employee of the Bank can not be entertained in the face of admission in the written statement.

10. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

11. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. The claimant has filed on record document Ex.WW3 (colly.) viz. temporary appointment orders issued by the Management Bank to the workman Amit Pal, showing that he was engaged by the Management Bank at different intervals from 10/2/2009 to 24/7/2009. On the other hand, MW1 Ms. Geeta Kanwar in her affidavit Ex.MW1/A has deposed that the claimant had been engaged as temporary hand at Dwarka Branch for short stints and his engagement was purely provisional which does not entitle him for any right of a regular appointment. In cross examination she admitted that the workman has worked as Bankman temporarily with the Management and she has no personal knowledge regarding the work performance of the claimant. Thus, it stands clearly proved from the pleadings and evidence on record that the claimant was duly engaged by the Management Bank on temporary basis. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532 wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Consequently, it is held that there existed relationship of employee –employer between the workman/claimant and the Management. This issue is decided accordingly in favour of the workman.

Issue No. 2 :-

12. Now the vital question for consideration is as to whether the action of the management in granting appointment to the fresh workmen juniors to Shri Prem Singh on regular post of Bankman, while shunting out the workman is illegal and unjustified.

13. It is matter of record that neither in the statement of claim, nor in his affidavit Ex.WW1/A, the workman/claimant has specifically stated as to when he was shunted out/terminated illegally by the Management. Even in the demand/legal notice Ex.WW1/4 (dated 11-6-2014), it has not been stated as to when the claimant./workman was shunted out/retrenched by the Management. Same is true in respect of document Ex.WW1/5 viz. request letter given by the claimant for post of bankman with the Management Bank. Even as per the contents of para 1 of claim petition as well as para 2 of his affidavit Ex.WW1/A, the claimant had worked with the Management Bank only for 105 days at different intervals from 10th February, 2009 to 24th July, 2009.

14. In view of the above, this Tribunal has no hesitation to conclude that the claimant did not work with the Management bank for a period of 240 days or more in a calendar year. In view of this and the provisions of Section 25-B, this Tribunal is of the considered view that the provisions of Section 25-F are not attracted in this case.

15. It is undisputed fact that the Management Bank had advertised for filling up the posts of bankman on the basis of eligibility criteria Ex.MW1/1 which inter-alia provided that the preference will be given to candidates who have been temporarily engaged as Bankman in any of the branches/offices of the Bank. MW1 Ms. Geeta Kanwar, Deputy Vice President of the Management Bank has testified that the process of selection was completed on the basis of selection norms of the bank. Nothing material came out during her cross examination to shake out her testimony. The claimant/workman has admitted in his cross examination that during the period from 2009 to 2015 he sometimes used to

do work and get Rs.100 to 150 (per day), In the cross examination he clarified that though he was called for the interview and his interview as conducted but he was not selected. Neither in the pleadings nor in the evidence adduced before this Court, the claimant has elucidated the names of the persons who were juniors to him, have been granted appointments against regular post by the Management Bank without adhering to the selection norms. It is reiterated that the claimant worked with the Management Bank lastly in the year 2009 just for 105 days, whereas selection process for filling up the posts of Bankman was done by the Management in the year 2011-12. Demand/legal notice was got issued by the claimant on 11/6/2014. Just because the workman/claimant has not been found suitable by the Selection Committee of the Management Bank in the selection process initiated for appointment to the post of Bankman, the plea of the claimant that there was unjustifiable action of the Management Bank in granting appointments to fresh workmen juniors to him on regular post of Bankman, is untenable, particularly when it is apparent from the eligibility criteria Ex.MW1/1 publicised by the Management Bank that preference will be given to the persons who were earlier temporarily. In the face of eligibility criteria Ex.MW1/1, it would be improper to conclude that the posts were only for those who had worked temporarily with the Management Bank earlier.

16. Having regard to the aforesaid facts and circumstances of the case, this Tribunal has no hesitation to hold that the claimant has miserably failed to prove that action of the Management Bank in granting appointments to fresh workmen juniors to him on regular post of Bankman, is illegal and unjustified. Resultantly, this Tribunal is constrained to hold that the petitioner is not entitled to any relief whatsoever. Award is passed accordingly.

Date : 10.9.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2018

का. आ. 1419—औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लिमिटेड प्रबंधन के संबंध में नियोजन और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 दिल्ली के पंचाट (संदर्भ संख्या 203/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.09.2018 प्राप्त हुआ था।

[सं. एल-12012/80/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 14th September, 2018

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 205/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* No.1, Delhi as shown in the Annexure, in the industrial dispute between the management of Federal Bank Ltd. and their workmen, received by the Central Government on 14.09.2018.

[No. L-12012/80/2015-IR(B-1)]

B.S. BISHT, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 205/2015

Shri Prem Singh
S/o. late Shri Surya Pal Singh,
R/o. RZ B-15, Jeewan Park,
Uttam Nagar, New Delhi

...Workman

Versus

Addl. Deputy General Manager,
Federal Bank Ltd.,
1/7, East Patel Nagar,
Near Metro Pillar No.177
New Delhi 110008.

... Management

AWARD

In the present case, matter was referred to this Tribunal vide letter No. L-12012/80/2015-IR(B-1) dated 10.09.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Federal Bank Ltd. in granting appointment to fresh workmen juniors to Shri Prem Singh on regular post of Bankman while shunting out the workman Shri Prem Singh is illegal and/or unjustified ? If so, what relief the workman is entitled ?

2. Both parties were put to notice and the claimant. The workman/ Prem Singh filed statement of claim. As per the averments made in the claim petition, the workman had been in the employment of the management bank in Delhi as Bankman from 11/9/2006 to 31/12/2010 in different branches. It is alleged that from 11/9/2006 to 16/9/2006 he worked in Rohini Branch, from 9/3/2007 to 28/12/2006 and again from 1/1/2008 to 31/12/2010 he worked in Dwarka Branch of the Management Bank. He worked diligently and gave no chance of complaint to his superiors and his service record was unblemished. It is also alleged that vide letter dated 14/11/2012, he was called for an interview for the post of Bankman on 29/11/2012 which employment was meant for the persons who had worked as temporary bankman and thereby the persons who had worked for the longer period were supposed to be selected for the regular employment. But to the utter shock of the workman, he was not selected rather the persons who never worked for the bank in the past were given regular employment. Without mentioning as to when the workman was terminated, it has been alleged that termination of services of the workman is absolutely illegal and unjustified. Demand notice dated 11/6/2014 was set to the Management but to no avail. Prayer has been made for reinstatement of the workman with full back wages and continuity of services.

3. The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claimant was never employed in the Bank in a regular post and had never been terminated and as such he is not a workman. The workman last worked in September, 2008 and present dispute has been raised by him in 2015 which is barred on the ground of delay and laches. On merits, it is stated that the claimant had been engaged as a temporary hand at Dwarka Branch for short stints and such temporary engagements were purely provisional and does not entitle him for any kind of right for a regular appointment. It is also stated that the selection process to the regular post of Bankman was open to all persons who satisfied the eligibility criteria as to age, qualification etc. and not only for those who had worked on temporary basis. He was called for interview and cycling test vide letter dated 14/11/2012 which was only pursuant to his application. The appointment for the regular post/s of bankman was done after conducting selection process irrespective of the fact whether the candidate was engaged earlier as temporary hand or not. The workman never raised the issue of alleged termination for such a long period. Since the claimant was not an employee of the Management and was engaged only on temporary basis, no relief is admissible to him. Prayer has been made for rejection of the claim petition.

4) The claimant/workman filed rejoinder/replication wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

5) On the pleadings of the parties, following issues were framed on 28/9/2016 :-

- 1) Whether there does not exist relationship of employer and employee between the claimant and the Management Bank as alleged and as such the reference is not legally tenable ? and the claimant ?
- 2) In terms of reference.
- 3) Relief.

6) The Claimant in support of his case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/11.

7) On the other hand, the Management in order to rebut the case of the claimant examined Ms. Geeta Kanwar, Deputy Vice President as MW1 and she tendered her evidence by way of affidavit Ex.MW1/A alongwith documents Ex.MW1/1 and Ex.MW1/2.

Issue No. 1 :-

8) Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimant has completed 240 days of service in a calendar year, preceeding to his alleged termination. As such, provisions of Section 25-F of the Act are not applicable to the case in hand. It was also contended that onus is also upon the claimant to prove that he was in the employment of the Management Bank and has completed more than 240 days in a calendar year.

9) Per contra, learned counsel appearing on behalf of the Claimant submitted that the workman was admittedly engaged by the Management on temporary basis as bankman and he worked for a considerable long time from 2006 to 2010 and he was paid wages by the Management for the services rendered by him. Therefore, it was urged that contention of the Management that claimant was not employee of the Bank can not be entertained in the face of admission in the written statement.

10) There is no dispute about proposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

11) This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. The claimant has filed on record document Ex.WW1/11 which reflects attendance of the temporary peons/bankman with the Management Bank. This document shows the attendance of the claimant herein during the month of March, 2007 (for 18 days), April, 2007 (21 days) and May, 2007 (for 26 days). On the other hand, MW1 Ms. Geeta Kanwar in her affidavit Ex.MW1/A has deposed that the claimant had been engaged as temporary hand at Dwarka Branch for short stints and his engagement was purely provisional which does not entitle him for any right of a regular appointment. In cross examination she admitted that the workman has worked as Bankman temporarily with the Management and he has no personal knowledge regarding the work performance of the claimant. Thus, it stands clearly proved from the pleadings and evidence on record that the claimant was duly engaged by the Management Bank on temporary basis. As such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. Consequently, it is held that there existed relationship of employee –employer between the workman/claimant and the Management. This issue is decided accordingly in favour of the workman.

Issue No. 2 :-

12) Now the vital question for consideration is as to whether the action of the management in granting appointment to the fresh workmen juniors to Shri Prem Singh on regular post of Bankman, while shunting out the workman is illegal and unjustified.

13) It is matter of record that neither in the statement of claim, nor in his affidavit Ex.WW1/A, the workman/claimant has specifically stated as to when he was shunted out by the Management. Even in the three demand notices Ex.WW1/8 (dated 12/8/2013), Ex.WW1/9 (dated 5-4-2014) and WW1/10 (dated 11-6-2014), it has not been stated as to when the claimant./workman was shunted out/retrenched by the Management. Same is true in respect of document Ex.WW1/5 viz. request letter given by the claimant for post of bankman with the Management Bank. Perusal of the record shows that the workman worked with the Management only for a short span of 85 days, that is to say from 11/9/2006 to 16/9/2006 (six days) and during the period from 9/3/2007 to 28/12/2017 (for 79 days), which fact is apparent from his own document Ex.WW1/6 (see column No.15 of the application form) submitted by the claimant.

14) In view of the above, this Tribunal has no hesitation to conclude that the claimant did not work with the Management bank for a period of 240 days or more in a calendar year. In view of this and the provisions of Section 25-B, this Tribunal is of the considered view that the provisions of Section 25-F are not attracted in this case.

15) It is undisputed fact that the Management Bank had advertised for filling up the posts of bankman on the basis of eligibility criteria Ex.MW1/1 which inter-alia provided that the preference will be given to candidates who have been temporarily engaged as Bankman in any of the branches/offices of the Bank. MW1 Ms. Geeta Kanwar, Deputy Vice President of the Management Bank has testified that the process of selection was completed on the basis of selection norms of the bank. Nothing material came out during her cross examination to shake out her testimony. The claimant/workman has admitted in his cross examination that during the period from 2010 to 2015 he had rented a three wheeler and used to ply/drive the same and used to earn between Rs.300 to Rs.400/ (per day). Neither in the pleadings nor in the evidence adduced before this Court, the claimant has elucidated the names of the persons who were juniors to him, have been granted appointments against regular post by the Management Bank without adhering to the selection

norms. It is reiterated that the claimant worked with the Management Bank lastly in the year 2007 just for 79 days, whereas selection process for filling up the posts of Bankman was done by the Management in the year 2011-12. First demand notice was got issued by the claimant on 12/8/2013. Just because the workman/claimant has not been found suitable by the Selection Committee of the Management Bank in the selection process initiated for appointment of Bankman, the plea of the claimant that there was unjustifiable action of the Management Bank in granting appointments to fresh workmen juniors to him on regular post of Bankman, is untenable.

16) Having regard to the aforesaid facts and circumstances of the case, this Tribunal has no hesitation to hold that the claimant has miserably failed to prove that action of the Management Bank in granting appointments to fresh workmen juniors to him on regular post of Bankman, is illegal and unjustified. Resultantly, this Tribunal is constrained to hold that the petitioner is not entitled to any relief whatsoever. Award is passed accordingly.

Date : 10.9.2018

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2018

का आ.1420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एम.सी.एल. प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, भुवनेश्वर (संदर्भ संख्या 53/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2018 प्राप्त हुआ था।

[फा. सं. एल-22012/22/2017-आईआर (सी.एम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 17th September, 2018

S.O. 1420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 53/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of M/s. M.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/22/2017-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present: Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 53/2017

No. L-22012/22/2017-IR(CM-II), dated 17.08.2017

Date of Passing Order – 4th June, 2018

Between:

The Director,
Mahanadi Coalfields Ltd., At./Po. Jagrutivihar,
Burla, Dist. Sambalpur

...1st Party-Management.

(And)

The General Secretary,
Rashtriya Koyala Khadan Mazdoor Sangh,
At./Po. Bajrakote, Via-Rengali Dam site,
Dist. Angul, Odisha – 759 105.

... 2nd Party-Union.**Appearances:**

None.

... For the 1st Party Management.

None

... For the 2nd Party-Union.**ORDER**

Case is taken up for hearing. None appears on repeated calls. No step is also being taken by the parties. Perused the record. It is seen that despite notice being sent to the 2nd party-workman by regd. post no statement of claim is filed by the 2nd party-workman. In the meanwhile the case has already suffered more than four adjournments after sending of notice to the 2nd party-workman. Hence, it appears that the 2nd party-workman is not probably interested to prosecute the matter. In absence of the pleadings and evidence of the parties on the dispute under reference it is difficult on the part of the Tribunal to adjudicate the dispute. Hence, there being no alternate than to return the reference without its adjudication. Accordingly the case is disposed of without any award. Copy of the order be sent to the Ministry of Labour for their perusal and for necessary action at their end.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2018

का. आ. 1421.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एम.सी.एल. प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 54/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2018 प्राप्त हुआ था।

[सं. एल-22012/16/2017-आईआर (सी.एम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 17th September, 2018

S.O. 1421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of M/s. M.C.L. and their workmen, received by the Central Government on 16.08.2018.

[No. L-22012/16/2017-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present: Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 54/2017

No. L-22012/16/2017-IR(CM-II), dated 17.08.2017

Date of Passing Order – 4th June, 2018

Between:

The General Manager, (P & IR),
Mahanadi Coalfields Ltd., Headquarters,
Burla, Sambalpur, Dist. Sambalpur.

... 1st Party-Management.

(And)

1. The Secretary,
Orissa Collieries Labour Union (HMS),
At./Po. Jagruti Vihar, Burla,
Dist. Sambalpur. Pin – 768 020.

2. Shri Sunil Kumar Pradhan,
At./Po. Jagruti Vihar, Mahanadi Coalfields Ltd.,
Burla, Dist Sambalpur.

... 2nd Party-Union/Workman.

Appearances:

None.

... For the 1st Party-Management.

None

... For the 2nd Party Union/Workman.

ORDER

Case is taken up for hearing. None appears on repeated calls. No step is also being taken by the parties. Perused the record. It is seen that despite notice being sent to the 2nd party-workman by regd. post no statement of claim is filed by the 2nd party-workman. In the meanwhile the case has already suffered more than four adjournments after sending of notice to the 2nd party-workman. Hence, it appears that the 2nd party-workman is not probably interested to prosecute the matter. In absence of the pleadings and evidence of the parties on the dispute under reference it is difficult on the part of the Tribunal to adjudicate the dispute. Hence, there being no alternate than to return the reference without its adjudication. Accordingly the case is disposed of without any award. Copy of the order be sent to the Ministry of Labour for their perusal and for necessary action at their end.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2018

का. आ. 1422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 84/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2018 प्राप्त हुआ था।

[सं. एल-22011/3/2017-आईआर (सी.एम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 17th September, 2018

S.O. 1422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 84/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 27.08.2018.

[No. L-22011/3/2017-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present: Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 07th August, 2018**Reference: (CGITA) No- 84/2017**

1. The Executive Director (West),
Food Corporation of India,
Zonal Office (W), Rajendra Nagar,
Dattapada Road, Barivali (E),
Mumbai-400066
2. The General Manager,
Food Corporation of India,
Regional Office, Himali Tower,
ShyamalManekbaugh Road, Satellite,
Ahmedabad (Gujarat) - 380015
3. The Assistant General Manager (PO),
Food Corporation of India,
FCI Bungalow No. 21,
Ward 12-B, Adipur,
Kutch (Gujarat) - 370205

...First Parties

V/s

Shri Namdev H. Chandani,
Plot No. 134/1, Ward 3-A, Adipur,
Kutch (Gujarat) - 370205

...Second Party

For the First Parties : Shri C.S. Naidu Associates
For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-22011/3/2017-IR(CM-II) dated 16.10.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

THE SCHEDULE

“Whether the action of the management of Food Corporation of India for injustice made in initial appointment on compassionate ground by not giving him (Shri Namdev H.Chandani, Ag I (Gen. I), FCI, Adipur) seniority from date of joining with all other benefits is legal and justified? If not, what relief the concerned employee is entitled for?”

1. The reference dates back to 16.10.2017 and received on 25.10.2017 from Ministry of Labour and Employment, New Delhi for adjudication.
2. Both the parties put in their appearance.
3. Today on 07.08.2018, the second party workman Namdev H. Chandani in person submitting his Identity Card vide Ex. 8/1 along with application Ex. 8 requested the Tribunal for withdrawal of the matter referred by the Government of India.
4. Thus the reference is disposed of as withdrawn.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2018

का. आ.1423.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण — सह — श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 98/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2018 प्राप्त हुआ था।

[सं. एल-22012/387/2007-आईआर (सी.एम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 17th September, 2018

S.O. 1423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 98/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 27.08.2018.

[No. L-22012/387/2017-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present: Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,

Dated 09th August, 2018

Reference: (CGITA) No- 98/2010

1. The District Manager,
Food Corporation of India,
District Office, Amruta Estate, 4th Floor,
Near Girnar Cinema, Race Course,

- Rajkot (Gujarat) – 360001
 2. M/s Kirandeep Roadways,
 Behind Alfred High School,
 Rajkot (Gujarat) – 360001

...First Parties

V/s

The President,
 Saurashtra Employees' Union,
 City Shops, 3rd Floor,
 Opp. Jaganath Police Chowky, Dr. Yagnik Road,
 Rajkot (Gujarat) – 360001

...Second Party

For the First Party : Shri A.A. Saiyed

For the Second Party : Advocate Kajal L. Kalwani

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-22012/387/2007–IR(CM-II) dated 14.03.2008 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of terminating Smt. Bhanuben Virambhai Parmar w.e.f. 23.04.1999 by the management of Food Corporation of India or their contractors namely M/s Karandeep Roadways is legal and justified? If not, to what relief is the workman entitled?”

1. The reference dates back to 14.03.2008 and received on 24.03.2008 from Ministry of Labour and Employment, New Delhi for adjudication.
2. In response to the notice issued to the parties, the second party workman submitted the statement of claim Ex. 4 and the first party submitted the written statement Ex. 8. The case was fixed for evidence of the second party but despite giving opportunities on 23.06.2017, 08.09.2017, 10.11.2017, 12.01.2018, 08.03.2018, 21.06.2018 and 09.08.2018, the second party refrained to lead his evidence.
3. Thus it appears that the second party union or its workman is not willing to prosecute the reference.
4. Thus the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the action of terminating Smt. Bhanuben Virambhai Parmar w.e.f. 23.04.1999 by the management of Food Corporation of India or their contractors namely M/s Karandeep Roadways can be said to be legal and justified.”

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2018

का. आ.1424.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 110/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.08.2018 प्राप्त हुआ था।

[सं. एल-22012/211/2002-आईआर (सी.एम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 17th September, 2018

S.O. 1424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 110/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow*, as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 30.08.2018.

[No. L-22012/211/2002–IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, LUCKNOW****PRESENT****RAKESH KUMAR****PRESIDING OFFICER****I.D. No. 110/2003**

Ref.No. L-22012/211/2002-IR(CM-II) dated 13.10.2003

BETWEEN :

The State Secretary,
Bhartiya Khadya Nigam Karmchari Sangh,
(Espousing cause of Sri K.N.Sonkar)
5-6 Habibul Estate, Hazratganj, Lucknow-226001

AND

1. The Zonal Manager(North)
Food Corporation of India,
Ansal Bhawan, Kasturba Gandhi Marg,
New Delhi-110001
2. The Sr. Regional Manager,
Food Corporation of India,
5-6 Habibullah Estate, Hazratganj,
Lucknow-226001

AWARD

1. By order No. L-22012/211/2002-IR(CM-II) dated 13.10.2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between State Secretary, Bharatiya Khadya Nigam Karmchari Sangh, Lucknow and the Zonal Manager/Regional Manager, FCI, Lucknow/New Delhi for adjudication.
2. The reference under adjudication is:

“ KYA BHARTIYA KHADYA NIGAM, PRABANDHAN DWARA SRI K.N. SONKAR KO YEAR 2000 SE SAMAST HIT LABH SAHIT PADONNAT NAHIN KIYA JANA NYAYOCHIT EVAM NYAYASANGAT HAI? YADI NAHIN, TO KARMKAR KIS ANUTOSH KO PAANE KA ADHIKARI HAI?”

3. As per the claim statement W-7 the workman has stated in brief that he was appointed on 10.04.1972 as TA-III and promoted as TA-II on 01.08.1976 and subsequently he got 2nd promotion as TA-I on 10.09.1980, because of his good work. He has submitted that other officials junior to him have been promoted as Asstt. Manager (QC) in the year 2000 ignoring his claim without any genuine reason, as per record he is at Zonal Seniority No.713 and he is Schedule Caste candidate even then his juniors have been promoted, his case was not considered for promotion, although he is entitled for his promotion from the year 2000 alongwith consequential benefits.

4. The petitioner has further asserted that vide office order dated 13.12.2001 he was promoted by opposite party no.2 but the promotion order as per his claim has not been released, without any sufficient reason. During the pendency of the case amendment was sought and later on incorporated in the claim statement, pleading therein that opposite party no.1 has issued charge sheet dated 23.02.2000 on false and incorrect facts, charges framed were proved partially even then the opposite party no. 1 illegally and wrongly disagreed with the findings of the enquiry officer and show- cause notice dated 09.10.2000 was issued to the petitioner containing four charges while the original charge sheet was issued for only two charges which implies that opposite party no.1 has not even perused the record available, proper reply was sent for the show cause notice to the authority but it was not duly considered and penalty order dated 28.02.2001 was passed, imposing the penalty of reduction in 3 stages in the present time scale for 5 years with no increments during penalty alongwith recovery of Rs.9900.00 in two installments.
5. The petitioner has stressed that the impugned penalty order dt. 28.02.2001 is arbitrary, malafide and erroneous and penalty is illegal, and it is bad in the eyes of law as well. With the aforesaid pleadings request has been made to set aside the penalty order dt. 28.02.2001 and appellate order dated 19/20.04.2001; seeking directions to the management to promote the workman w.e.f. year 2000 from the date when his juniors were promoted alongwith all consequential benefits and back wages etc. As per list W-12 dt. 22.07.2004, several documents have been filed on behalf of the petitioner workman.
6. The management has filed written statement M-15 with denial of the allegations leveled in the claim statement, it has submitted that the claim statement is not maintainable since it has been filed by one Sri S.P. Singh, State Secretary without any legal authority. The management has asserted that the petitioner was charge sheeted on 23.02.2000, whereby two article of charges were framed against him which is grave in nature and relied on the serious irregularities committed by him, heavy financial loss was caused, thorough enquiry was conducted, the enquiry report was submitted but it was disagreed with by the disciplinary authority and later on show cause notice was also issued. The notice contained all the material evidence, statements and records which were part of the enquiry but were not duly considered in the enquiry proceeding. Although the petitioner submitted the reply of the show cause notice, there was no sufficient reason in his reply and ultimately final penalty order was passed. The petitioner has also preferred W.P. before Hon'ble High Court which was disposed off on 26.03.2001.
7. The opposite party has submitted that claim of the workman seeking promotion from the year 2000 along with consequential benefits and back wages is not tenable in the eyes of law. Request has been made to reject the claim made by the petitioner.
8. Reiterating the pleas taken in the claim statement, disagreeing with the counter allegations leveled in the written statement, rejoinder W-16 dated 22.09.2004 has been filed on behalf of the workman.
9. The petitioner workman Sri K.N. Sonkar adduced himself in evidence. He has been thoroughly cross examined on behalf of the management. Sri Prem Prakash, Asstt. Manager (Vig.), FCI has been examined on behalf of the management. He has been cross- examined by the Learned AR of the workman.
10. Written arguments dt. 27.07.2009, on behalf of the petitioner have been filed before the then Hon'ble Judge/PO of this Tribunal. Later on several dates were fixed during my predecessor's tenure but the parties abstained themselves on most of the dates. Notice through registered was issued to both the parties. Thereafter on 16.12.2016 and 12.07.2018 learned authorized representative for the management appeared in

the Court. It was pointed out that the written arguments have also been filed by the petitioner workman. Therefore, under the aforesaid circumstances the arguments in defence on behalf of the Learned Authorized Representative for the management were heard at length and record has been scanned thoroughly.

11. The main grievance of the petitioner has been pleaded before this Tribunal that he has been deprived from the benefit of his promotion w.e.f. 2000 without any genuine and legal reason. It has also been alleged that the charge sheet was issued containing two ordinary charges but the disciplinary authority disagreed with the enquiry report and issued another show-cause notice mentioning four charges therein without any basis of any documentary evidence. The management while denying the allegations has submitted that severe irregularity and carelessness was found on the part of the workman which has caused huge financial loss to the management, therefore justified and reasonable penalty was imposed vide the impugned order dt. 28.02.2001. Explanation submitted by the petitioner was also duly considered by the competent authority. Later on appellate authority also considered the matter prudently and an appropriate order dated 19/20.04.2001 was passed.
12. It is an admitted fact that the statement of articles of the charges framed, contains only two Articles. Fact mentioned in the article 1, after being enquired referred to the conclusion that the misconduct committed on the part of the workman has put the FCI to financial loss of Rs.9900.24/- only. Regarding article 2, connivance with petitioner of another employee Sri G.S. Mishra has been found by the enquiry officer/SRM. He has noted down that the petitioner has confronted Regulations 31 & 32 read with 32A, FCI(Staff) Regulations 1971. These facts are mentioned in the “State of Imputation”.
13. In the comprehensive enquiry report dated 28.06.2000 (filed by the workman with the list W-12), reveals in its last para that Article 1 has been referred as “vitiating by itself” and regarding Article II, it has been concluded that “except for a element of excess broken in the stocks accepted in Barabanki Phase II, the alleged charge with respect to loss to over Rs.10.00 lakhs suffered by the Corpn. is not proved.”
14. Beside the aforesaid facts, show cause notice dt. 09.10.2000 was issued to the workman, which was duly replied, even then the penalty order dated 28.02.2001 was passed. Neither there was any other cogent evidence nor substantial investigation report before disciplinary authority, which was not considered by the enquiry officer. Valid reasons disagreeing with the findings recorded by the enquiry officer ought to have been elaborately mentioned by the disciplinary authority in the show-cause notice as well as penalty order dated 28.02.2001.
15. The workman has adduced himself in support of the claim statement, before this Tribunal, in his cross-examination, nothing inconsistent has come forward which may create any doubt on the creditability of his evidence. However, the management witness Sri Prem Prakash, Asstt. Manager (Vigilance) has in his statement on oath on 20.10.2015, submitted that no charge was proved in the enquiry report but the disciplinary authority did not agree with this report.
16. After having heard the intellect argument advanced on behalf of the management, and perusal of the written arguments filed by the workman and the evidence as well as record available before the Court, it is inferred that the penalty order dt. 28.02.2001 and the Appellate order dt. 19/20.04.2001 passed by the management is not supported by any reliable cogent evidence. The action of the management in depriving the petitioner Sri K.N. Sonkar, from promoting him to the appropriate post w.e.f. the year 2000 can not be treated as legal or justified. The petitioner workman is entitled to get his promotion from the due date, when the other

officials junior to him were promoted, and he shall also get all the consequential benefits etc. The management is directed to ensure the payment of the arrear etc. to the petitioner workman, within 10 (ten) weeks from the date of notification of the award.

17. Award as above.

LUCKNOW
17.08.2018

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2018

का. आ. 1425.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 27/2013-14) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2018 को प्राप्त हुआ था।

[सं. एल-12012/10/2013-आईआर (बी-2)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 18th September, 2018

S.O. 1425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2013-14) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Nagpur*, as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 18.09.2018.

[No. L-12012/10/2013-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/27/2013-14

Date: 07.08.2018

Party No.1(a) : The Managing Director,
Bank of Maharashtra, Lokmangal,
Plot No. 1501, Shivaji Nagar,
Pune – 411005 (M.S.).

Party No.1(b) : The Branch Manager,
Bank of Maharashtra, Hinganghat Branch,
Distt. Wardha (M.S.),
Wardha (M.S.) - 442001

Versus

Party No.2 : Shri Sunil S/o Laxmanrao Shende,
R/o Sonagaon (Kutaki), PO Hinganghat,
Tq. Hinganghat, Distt. Wardha (M.S.),
Wardha (M.S.) – 442001.

AWARD

(Dated: 07th August, 2018)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employer, in relation to the management of Bank of Maharashtra and their workman, Shri Sunil Laxmanrao Shende for adjudication, as per letter **No.L-12012/10/2013- IR(B-II) dated 02.05.2013**, with the following schedule:-

“Whether the action of the management of Bank of Maharashtra th. Its Branch Managing, Hinganghat Branch Distt. Wardha (MS) in illegal termination the service of Sh. Sunil Laxmanrao Shende w.e.f. 01.04.2010 an ex daily rated employee is legal & justified and whether he is entitled for reinstatement in service with full back wages? What extent, the workman is entitled for relief?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman; Shri Sunil Laxmanrao Shende (“the workman” in short) filed the statement of claim and the management of Bank of Maharashtra (“Party No. 1” in short) filed their written statement. On behalf of the Party No. 1, they filed evidence on affidavit on 14.10.2010 and copy of the same had been served on the opposite party, but petitioner was absent from 30.01.2015.

3. On behalf of the Party No. 1, application I.A. No. 1 was filed to close the reference. On perusal of the records, it appears that, petitioner as well as his advocate were absent on 22.11.2017 i.e. they were not participating in court proceedings. In absence of workman, it is not possible to continue the court proceedings. In the light of above discussion, the application filed by the Party No. 1 i.e. I.A. No. 1 appears to be genuine and allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

SHYAM SUNDER GARG, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2018

का. आ. 1426.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 14/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2018 को प्राप्त हुआ था।

[सं. एल-39025/01/2017-आईआर (बी-2)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 18th September, 2018

S.O. 1426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Bhubaneswar*, as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 18.09.2018.

[No. L-39025/01/2017-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present: Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE MISC. CASE NO. 14/2017

(Filed under Section 33-A of the Industrial Disputes Act)

Date of Passing Order – 18th April, 2018

Between: The President, All Orissa

Bank of Baroda Karmachari Sangh,
Sector-19, Rourkela – 769 005

...Applicant-Union

(And)

1 The Dy. General Manager,
Bank of Baroda, Regional Office,
1st Floor, Bivab Gulmohar, Behera Sahi,
Nayapalli, Bhubaneswar – 751 012.

2 The Deputy General Manager,
Bank of Baroda, Sambalpur Region,
Christian Pada G.M. College Chhack,
Sambalpur – 768 001.

. . . Opp. Parties

Appearances:

Shri Padma Lochan Biswal,
President of the Union.

. . . For the Applicant-Union

Chief Manager (HRM),
Bhubaneswar Region.

. . . For the Opp. Parties

ORDER

This award arises out of an application under section 33-A of the Industrial Disputes Act, 1947 (hereinafter referred to as “The Act”) preferred by the President of All Orissa Bank of Baroda Karmachari Sangh on a contention that the Opp. Party-Management Bank has contravened the provisions of Section 33 of the Act when some proceedings arising out of an industrial dispute are pending before this Tribunal for their final adjudication.

2. The case of the applicant-Union is that the O.P.-Management-Bank (Bank of Baroda) have engaged temporary sub-staffs (Peon & Sweeper) numbering 90 on daily wage basis in different branches of the Bank through-out the State. They are in service intermittently for ten to fifteen years and some of them are in continuous service of three years. Some of them have also crossed the age of fresh appointment. They had approached the Management-Bank through the Union for regularization of their services. When the O.P.-Management did not concede their demand and took initiation for recruitment to fill-up the posts of Peon and Sweeper lying vacant in different branches, disputes were raised by such temporary sub-staffs before the labour machinery. As conciliation efforts failed before the labour machinery, the disputes have been referred to this Tribunal for adjudication and the schedules of references are whether services of such sub-staffs can be regularized. It is the contention of the applicant that when such disputes are pending in this Tribunal, the Opp. Party-Management decided to go ahead with the recruitment process to fill up the posts of sub-staffs without taking prior permission of the Tribunal which is mandatory in view of provisions of Section 33 of the I.D. Act. The Bank has already conducted interview and selected 104 candidates after making advertisement for the recruitment which clearly indicates that the disputant sub-staffs engaged temporarily are going to be retrenched in the guise of fresh appointment. In the event of such selection there is a change of service condition of such temporary staff and such action of the O.P.-Bank amounts to an unfair labour practice. Since these temporary sub-staff workers are working uninterruptedly for a long period, they ought to have been adjusted against permanent vacancies of sub-staffs on account of they having given continuous services to the Management-Bank for a long period and they have requisite qualifications for regularization of their service. When the dispute relating to regularization of their service is pending in the Tribunal, the O.P.-Banks should not go ahead with the recruitment process and such action of the Opp. Party-Management is clearly a contravention of the provisions of Section 33 during the pendency of the earlier disputes. Taking the above stand it has been prayed by the applicant that the Opp. Party-Management shall be prevented from disengaging/retrenching those temporary sub-staffs till adjudication of the references pending before this Tribunal.

3. The O.P.-Bank has resisted the application challenging its maintainability. The O.P. has also challenged the locostandi of the Union as well as its representative to initiate a proceeding under section 33-A of the Act on a contention that such application is required to be filed by a workman whose service condition is changed and the applicant being an ex-employee of the Bank is not competent to espouse the present nature of the dispute. It is also contended that the facts and circumstances alleged in the application do not constitute any violation of provisions of Section 33 of the Act. As there is no prohibition for initiating recruitment process, the Management-Bank has not contravened or violated any terms and conditions by conducting recruitment tests to fill up the vacant posts of sub-staffs. The recruitment process was taken up as per bipartite settlement dated 18.3.2008 with the Management-Bank which is binding to both the parties. A

stand has also been taken by the Management that none of the so-called temporary daily wagers had worked for more than three years continuously and none of them was employed as per the recruitment procedures.

4. On the aforesaid pleadings of the parties the points for consideration is whether the Management Bank has violated the provisions of Section 33 (1) of the I.D. Act by initiating recruitment process and selecting 104 candidates to fill up the posts of sub-staff lying vacant in various branches and if the Management has contravened such provisions of Section 33 of the Act to what relief the Union is entitled to. Besides, it is to be decided whether the present application under section 33-A being espoused through the Union is maintainable in the eye of law.

It is pertinent to mention here that both the parties have not adduced any oral evidence and advanced their arguments on the basis of pleadings advanced in their statements.

Though, it has been claimed by the 2nd party-Union that some disputes relating to regularization of service of some individual workmen, who have been rendering part-time service to the various branches of the Management-Bank are pending for adjudication in this Tribunal, no evidence either in shape of oral or documentary has been adduced before this Tribunal to establish that such individual workmen are still continuing in service. Admittedly, there is also nothing to show that any of such individual workmen has been retrenched or disengaged in view of initiation of such recruitment process. Mere reading of the provisions of Section 33-A reveals that the Section is attracted when the following conditions precedent are satisfied. :- (a) that there should have been a contravention by the Management, of the provisions of Section 33 of the Act; (b) that the contravention should have been during the pendency of the proceedings before the labour court, tribunal or national tribunal, as the case may be; (c) that the complainant should have been aggrieved by the contravention; and (d) that the application should have been made to the labour court, Tribunal or national Tribunal in which the original proceedings are pending. Section 33 requires that condition of service etc. to remain unchanged under certain circumstances during pendency of a proceeding in respect of an industrial dispute. Therefore, the basic question that falls to be considered by this Tribunal whether there has been a contravention by the Opp. Party Management-Bank of the provisions of Section 33, and it is only in case it is found that there has been a contravention, then the Tribunal has the authority to adjudicate the dispute raised in the complaint preferred under section 33-A of the Act. Before giving any relief to an aggrieved employee under this provision it has to be determined whether the Opp. Party-Management's action fell within one of the blanket prohibitions of Section 33. If the dispute pending adjudication has nothing to do with the alteration in conditions of service complained off and if the alteration is not to the prejudice of the workman, the application under section 33-A is wholly incompetent. A contravention of the provisions of Section 33 is the foundation for the exercise of the power under Section 33-A of the Act.

It is seen from the application preferred under section 33-A of the Act that the same is not filed by aggrieved workmen or the employee whose service conditions are alleged to have been changed during pendency of a proceeding relating to an industrial dispute. Further-more, the application is silent as to the nature of the dispute pending for its adjudication. There is nothing specific either in the pleadings advanced in the application or in shape of evidence to suggest that pending dispute relates either to regularization of services of individual workmen while they are continuing in service or the same relates to their disengagement/retrenchment. Further-more, the application is silent as to how the service conditions of the individual temporary or part-time workmen are going to be affected by the action of the Opp. Party-Management. There is also no specific allegation in the application under section 33-A that any of the concerned temporarily daily wager has been retrenched or disengaged in the event of initiation of recruitment process and selection of candidates. Mere apprehension of retrenchment or disengagement by itself cannot be stated a change of service condition as contemplated under section 33 of the I.D. Act. Moreover there is no specific pleading or evidence to arrive at a conclusion that temporary part time sweepers are continuing in service and in the event of issue of appointment letter to the selected candidates, these part-time sweepers are to be retrenched or disengaged. Rather, their claim for regularization of their service is yet to be decided. The Management is resisting their claim on a contention that they were never engaged continuously or uninterruptedly for more than 240 days in a calendar year. Hence, doubt can also be

entertained regarding applicability of service conditions usually extended to a regular employee to such daily wage. Further, it cannot be over-sighted that any order under the provisions of Section 33-A is an award and if any order is passed prohibiting the disengagement of the individual workman, it would amount granting relief to which the individual workman would entitle in case of the award in original dispute is passed in his favour. In the above back-drops it cannot be said that the action of the Management in going ahead with the recruitment process is a contravention of the provisions of Section 33 of the Act. Further, it is not every contravention of Section 33 that falls within the scope of Section 33-A and the mere fact that reference is pending, does not by itself entitle an employee to invoke Section 33-A of the Act.

Coming to the issue of maintainability of the application mere reading of the provisions of Section 33-A reveals that right to complain against the contravention has been conferred on the employee aggrieved by such contravention. It is well settled that an aggrieved employee has a right to make an application under section 33-A of the Act. A registered Trade Union, of which such aggrieved employee is a member, has no right to make an application under Section 33-A, unless it has been authorized to do so by the aggrieved employee (National Power Supply Corporation Ltd., -versus- State of Assam (1963) 2 LLJ 10). Admittedly, the present application is espoused through the Union without any authority from any of the aggrieved or concerned workman. The Union has also failed to adduce evidence to show that it has an authority from the aggrieved workman to raise the dispute. In the above facts and circumstances the application in the present format is not also maintainable.

For the reasons discussed above, the Misc. Case filed under section 33-A stands dismissed. The award is to be notified as per the provisions of the Act.

Dictated & Corrected by me.

B.C. RATH, Presiding Officer